

I. DEFINITIONS

1. 'Licence Agreement': By purchasing a Desktop Font, you receive the right to use the Desktop Font. You become a Licence Holder (licensee), not an owner of the intellectual property rights of a Desktop Font. The licence entitles you to use that Font under the conditions defined in the present 'Licence Agreement'. The present 'Licence Agreement' is a legally binding contract between you and 'Luzi Type'. It supersedes any prior agreements and negotiations, whether written or verbal.

2. 'Luzi Type' is the Individually owned company of Luzi Gantenbein, located in Brunnengasse 2, 3011 Bern, Switzerland.

3. 'You' are defined as the 'Licence Holder', specifically the student using the fonts for educational purposes.

4. 'Desktop Font', 'Font' or 'Fonts' is defined as the design of the Font and the Software that produces a typeface design.

5. 'Purchase Receipt' means the email you receive as a confirmation for the purchased Desktop Font (including the downloadable PDF Receipt) and /or the issued invoice.

6. Font purchases are final, we cannot refund nor swap licences.

II. GENERAL TERMS

1. Luzi Type retains ownership in all intellectual property rights and /or holds the respective licences to perform its obligations under this agreement, including but not limited to copyrights in and to the Desktop Fonts and all trademarks, registered and unregistered, which are used in or in relation to the Desktop Fonts. Any rights not expressly granted in this agreement are reserved to Luzi Type. A licence is granted to you on the terms of the present agreement. Any use not explicitly permitted in this agreement is strictly prohibited.

2. Luzi Type agrees to grant you a licence to use the Desktop Font on the terms of this agreement. The licence is temporally and geographically unlimited and therefore allows you to use the Desktop Font worldwide as long as you respect the terms of the present agreement (see also clause II. 5.). The cost of the licence is a one-time payment; there are no recurring payments.

3. The granted licence is non-exclusive, non-transferable and non-sublicensable. You are furthermore not allowed to lend, resell, lease or assign it to a third party. It may only be used by you, under the present conditions.

4. You agree to take reasonable measures to protect Desktop Fonts from access and use by non-authorized persons. If you discover or are aware of any unauthorized access by a non-authorized person third party, you guarantee to inform Luzi Type as soon as possible.

5. In case of a breach of this agreement (including but not limited to non-payment of the licence fee and /or in case of non-permitted use) Luzi Type has the right to terminate the present licence agreement with immediate effect. In this case, your right to use the Desktop Font ends and you are obliged to stop any use of the Desktop Fonts immediately, to delete the Desktop Fonts and to certify in written that no copy remains in your possession or control.

6. Any liability for minor negligence as well as the liability for associates is deemed void. Under no circumstances will Luzi Type be liable to you or any other party, whether in contract or tort (including negligence) or else, for any indirect loss, consequential, or incidental damage, indirect loss, including lost profit, lost saving, loss of data, or business interruption as a result of the use of or the inability to use the Font even if notified upfront of such possibility.

7. Luzi Type may request proof of your licence to verify compliance. You are obligated to respond and provide evidence of holding the correct licence.

8. Inquiries can be sent to Luzi Type via email at info@Luzi-Type.ch, our Website is www.Luzi-Type.ch

III. PERMITTED USES (ONLY NON-COMMERCIAL USES)

1. Desktop Fonts can be used on the number of computing devices identified on your Purchase Receipt. Every computer which has direct access to the Desktop Font does count as a device which needs a Licence.

2. With Desktop Fonts you can produce an unlimited amount of print products, packaging, three-dimensional objects, outdoor advertising, streaming video. You are allowed to create pixel images, vector images as well as videos and distribute these with no limitations everywhere.

3. You are allowed to embed Desktop Fonts into PDFs, EPS, SVGs or ePub as long as the documents are not editable. You can freely distribute these created documents, distributing the font files themselves is strictly prohibited.

4. You may convert Desktop Fonts into outline paths or pixels (for example in Adobe Illustrator) and create outline artworks based upon Desktop Fonts.

5. You are allowed to make backups of the Desktop Fonts. You must keep this backup copy secure so that no third party has access to it.

IV. RESTRICTIONS

1. The Education Desktop Font can only be used by matriculated students and can be used only for educational purposes such as projects of university courses. This Licence does not allow any commercial use. If you want to use the fonts outside of the education context, including but not limited to any commercial use, you must upgrade to a standard Licence. You cannot use this font for any of your clients, as this licence only permits usage for non-commercial educational projects.

2. Under no circumstances can Desktop Font-files (Software) be converted, modified, adapted, translated, reverse engineered, including opening in font editors or converters.

3. Using Desktop Fonts online on Websites with the CSS rule @Font-face, Cufòn, or other forms of Font linking, regardless of format, are strictly prohibited under this Agreement. If you like to use Fonts online on Websites, you have to purchase our Web Licence.

4. This Licence expressly prohibits the embedding, inclusion, calling or linking of the Desktop Fonts within software. This includes, but is not limited to, video games and mobile apps. If you like to use the Desktop Fonts for such purposes, you have to purchase our App Licence.

V. FINAL PROVISIONS

1. Luzi Type and the Licence Holder acknowledge that this Agreement is reasonable, valid and enforceable. However, if individual terms of the Agreement are found to be invalid or unlawful, this shall not affect the validity of the Agreement. In this case, the term in question shall be replaced by a valid term that is commercially equivalent as far as possible.

2. Amendments or supplements to this contract must be adopted in writing.

3. Swiss law shall be exclusively applicable. The provisions of the United Nations Convention on the International Sale of Goods of 11 April 1980 shall not apply. The sole place of jurisdiction is Bern (Switzerland).